

Town of Newington
Request for Proposals

Legal Notice

The Town of Newington is requesting qualification statements, leading to proposals, from engineering consultants to design, provide cost estimates, and prepare bid/contract plans and documents to successfully implement improvements to Mill Pond Park in Newington. This project will result in the replacement of a stairway and a pedestrian bridge, as well as improvements to a handicapped accessible playscape area. Information and proposal requirements are available in the Town Manager's Office, 131 Cedar Street, Newington, CT 06111 and on the Town's website, www.newingtonct.gov, in the Doing Business, Current Bids section. Qualification statements will be received in the Town Manager's Office until 4:00 p.m., on September 15, 2010. The Town reserves the right to reject any or all proposals.

John L. Salomone
Town Manager

RFP No. 1, 2010-11

TOWN OF NEWINGTON
REQUEST FOR PROPOSALS

MILL POND PARK IMPROVEMENTS PROFESSIONAL SERVICES

I. GENERAL INFORMATION

The Town of Newington is requesting qualification statements, leading to proposals, from engineering consultants to design, provide cost estimates, and prepare bid/contract plans and documents to successfully implement improvements to Mill Pond Park in Newington. This project will result in the replacement of a stairway and a pedestrian bridge, as well as improvements to a handicapped accessible playscape area.

II. BACKGROUND

- A. Mill Pond Park is located across Garfield Street from the Newington Town Hall, in a highly visible location and a place of some local historical significance. The natural waterfall located within the park is the prominent feature of the Town Seal. The Town of Newington is in the process of completing walkway improvements around the pond in the fall of 2010. This work, and the improvements that will result from this Request for Proposals, is being funded by a State of Connecticut Department of Environmental Protection grant.
- B. The design services for this project will address three major areas. The first area is the replacement of the stairway adjacent to Mill Pond falls, leading from the pathway that connects to the parking area, that goes up to the pedestrian walkway that encompasses the pond. The second area is the replacement of the pedestrian bridge at the southern end of the pond, where Mill Brook empties into the pond. The current bridge, which is relatively flat, is to be replaced with an approximately 8 foot wide arched bridge that is closer to the design and structure of the bridge that spans Mill Pond falls. The third area is the My Children's Place playscape/playground, designed to be accessible to all children, including and especially those facing physical challenges. The play mat area within the playground is starting to fail and needs to be corrected or replaced.
- C. The Town has budgeted \$21,500 for the removal and replacement of the stairway, \$33,500 for the removal and replacement of the pedestrian bridge, and \$70,000 for playscape improvements and/or repair/removal/replacement of the play mat surface.
- D. The consultant will develop plans and specifications which will allow the Town the opportunity to accomplish the project within the allotted budget. The consultant will also be expected to attend meetings with the Superintendent of Parks and Recreation as well as the Board of Parks and Recreation, attend other public meetings as may be needed, and to assist the Superintendent with information or drawings to meet any requests for information presented by either the Town Plan and Zoning Commission or the Inland Wetlands Commission.

- E. A tentative schedule for this project is to have a design consultant on board in October 2010 so that preliminary design of the project can take place in the late fall and final plans can be completed during the winter. This will allow the project to go out to bid in either February or March. The project is planned to be advertised during the winter so that construction can commence in the spring of 2011 and be completed before the fall of 2011.
- F. The consultant will provide the Town with estimated construction costs that are within the budget in section C above for each of the three areas identified. This will occur prior to the final plans being released for bid.

III. SELECTION PROCESS AND FEES

- A. The Town will review the proposals and develop a short list of firms to be interviewed by Town staff. During the evaluation process the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from respondents, or to allow corrections of errors or omissions. Following interviews a recommendation will be made to the Newington Town Manager.
- B. Responses will be evaluated and a short list of firms to be invited to oral interviews will be developed based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, knowledge of wetlands requirements, and Town procedures.
- C. Only shortlisted firms who have been invited for interviews shall provide fees. The design fee will be negotiated on a Lump Sum basis. Any construction inspection and/or contract administration fees will be negotiated on a cost-plus basis. For the purposes of clarity, the Town defines "cost plus" to be a percentage of the construction cost of the lowest responsible bid.
- D. Firms responding to this request for proposals should be of adequate size and sufficiently staffed to perform the assignment described above. The selected firm must meet all Town, State and Federal affirmative action and equal employment opportunity practices. The Town's requirements are stated in Section IV. A. below.
- E. When fees are requested, firms responding should include the cost in their fee for any necessary topographic survey work that may be needed. Firms that are asked to provide fees should not include geotechnical engineering services, as the Town intends to contract separately for these directly with a geotechnical engineering firm. The fee proposal should, however, include an estimate of the number of borings that will be anticipated.

IV. GENERAL REQUIREMENTS

In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the

Town. "The Contractor" below refers to the engineering firm that is selected as a result of this Request for Proposals.

A. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

B. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

C. CONTRACT

The Town will only award and enter into contract with one principal firm, which shall be the Consulting Engineer for this project. This contract shall not allow for the use of arbitration as a method for resolving disputes. In addition, the Town shall be the owner of all drawings, plans, specifications, work products and instruments of service developed and paid for by the Town as the result of this Request for Proposals.

D. FEES

Fees are not part of the initial submittal package. When fees are requested all charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the lump sum figure and cost-plus percentage. The Town will not make separate

payments for reimbursable items. The Town intends to pay the printer directly for the printing of plans and specifications.

E. INSURANCE

The Contractor shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers' Liability Limit - \$100,000.

F. OTHER

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals which contain exceptions that are unacceptable. The Town reserves the right to utilize some, all, or none of the various services identified in this RFP. All services performed shall be to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days notice of failure by the respondent to provide service to the satisfaction of the Town Manager.

V. SUBMITTALS

Consulting engineering firms wishing to be considered shall submit three (3) copies of their concisely worded submittal package, consisting of a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal GSA Standard Form 330, experience of the firm, and a resume of key personnel. Submittals shall be based on the format and requirements set forth in this Request for Proposals. These shall be addressed to:

Town Manager's Office
131 Cedar Street
Newington, CT 06111

Submittals shall be accepted until 4:00 pm. on September 15, 2010. All submittals shall be clearly labeled "RFP No. 1, 2010-11, Mill Pond Park Improvements Professional Services."

VI. CONTACT

Respondents with questions regarding the submission requirements may contact Jeff Baron, Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, telephone (860) 665-8513, fax (860) 665-8507. Office hours are 8:30 to 4:30, Monday through Friday. All questions shall be presented at least 72 hours prior to the response deadline to allow for sufficient time to draft and post addenda. Any addenda shall be posted on the Town's website, www.newingtonct.gov, in the Doing Business, Current Bids section at least 48 hours prior to the response deadline.